

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

- All potential Legal Expenses claims must initially be reported to Our appropriate Legal Claims Notification and Advice Helplines detailed below:

**Legal Claims Notification & Advice Helpline – 0800 276 1036**

Operates 24 hours a day, 365 days a year.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

**Tax Claims Notification Helpline Service – 0800 276 1037**

**Tax Advice Helpline Service – 0800 276 1038**

**Identity Theft Claims Notification & Advice Helpline Service – 0800 276 1039**

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

This Helpline Service is only in respect of Tax or Identity Theft issues and cannot assist with any other insurance matter.

**Online Legal Resources Database – [legalhealthcheck.irwinmitchell.com](http://legalhealthcheck.irwinmitchell.com)**

Free unlimited access to a comprehensive library of commercial and personal legal information (including employment, health & safety and property matters) Please note You will be required to register Your personal details the first time You use this service.

- This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this Family Legal Protection policy. Failure to do so could mean that We decline to pay a claim for Your Legal Expenses.
- If You can convince Us that there are reasonable prospects of being successful in Your claim and that it is necessary for Legal Expenses to be paid We will:
  - take over the claim on Your behalf;
  - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Legal Expenses that We pay under the policy where:
  - We consider it is unlikely a sensible settlement of Your claim will be obtained; or
  - there is insufficient prospects of obtaining recovery of any sums claimed; or
  - the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Legal Expenses in excess of those which Our own specialists would normally charge Us (Details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any Legal Expenses incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

**Please note that if You engage the services of anyone prior to making contact with the appropriate Legal Claims Notification and Advice Helpline Service and incur any costs without Our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

## POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

### **Agent**

Direct Group Limited.

### **Aspect Enquiry**

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

### **Authorised Professional**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

### **Claim Limits**

The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

### **Computer Virus**

Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### **Court**

A Court, tribunal or other competent authority.

### **Credit Reference Agency**

Equifax, Experian, and Call Credit.

### **Electronic Data**

Mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

### **Event**

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Legal Expenses and/or payment of a benefit under this policy.

### **Excess**

The first amount of each and every claim as detailed on the Schedule or Insured Event.

### **Home**

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

### **Identity Theft**

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

### **Indirect Losses**

Losses or damage which is not directly associated with the incident that caused You to claim, unless expressly stated in this policy.

### **Insured Person**

- a) The Policyholder named in the Schedule.
- b) The Policyholder's husband, wife, civil partner or partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- c) The Policyholder's children and parents, normally resident in the Home.

### **Insurer**

This insurance is arranged by Direct Group Limited, administered by Legal Insurance Management Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

#### Legal Expenses

Legal and accountancy fees and costs including disbursements properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Legal Expenses will include VAT where it cannot be recovered.

#### Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

#### Payment Card

Bank, charge, cheque, credit, debit, and cash dispenser cards.

#### Period of Insurance

This policy will run concurrently with Your Be Wisser home insurance policy for 12 months as shown on Your policy Schedule. If Your Be Wisser home insurance policy cancels for any reason this policy will also be cancelled.

#### Policyholder, You, Your

The person who has paid the premium and is named in the Schedule as the Policyholder.

#### Prospects of Success

At least a 51% chance of the Insured Person(s) achieving a favourable outcome

#### Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

#### Standard Legal Expenses

The level of Legal Expenses that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

#### Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

#### Time of Occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

#### We, Us, Our

UK General on behalf of Great Lakes Reinsurance (UK) SE.

### COVER

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will pay Your claim in accordance with Our Standard Legal Expenses and where requested by You any other Insured Person up to the Claim Limit subject to the terms, conditions and exclusions of this policy, against Legal Expenses arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

### INSURED EVENTS

#### Section 1 - Personal Injury

What is Covered?	What is Excluded?
Pursuing a civil claim for damages in respect of death of or bodily injury to an Insured Person caused by negligence.	Excluding: 1. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products); 2. any claim arising from a stress or psychological related condition; 3. any claim relating to the extended use of artificial tanning

	<p>equipment;</p> <p>4. a claim falling within the jurisdiction of a small claims court.</p>
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<b>Section 2 - Consumer Disputes</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:</p> <ol style="list-style-type: none"> <li>obtaining services;</li> <li>the purchase, hire, hire–purchase or sale of any personal goods.</li> </ol> <p><b>Claims within Small Claims Court Limits</b> The payment of appropriate experts and Court fees together with assistance provided by Our own in-house legal advisors to construct Your case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.</p> <p><b>Claims above Small Claims Court Limits</b> The payment of Legal Expenses incurred by the Appointed Professional appointed by Us.</p>	<p>Excluding:</p> <ol style="list-style-type: none"> <li>any contract entered into by an Insured Person in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy;</li> <li>any contract where the dispute arises within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;</li> <li>any contract under which a sum of money was due and payable more than 180 days before the claim was reported;</li> <li>any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home;</li> <li>any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such Contract;</li> <li>any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;</li> <li>any dispute with local or government authorities.</li> </ol>

<b>Section 3 - Home Rights</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>The pursuit of civil claims:</p> <ol style="list-style-type: none"> <li>loss or damage to: <ol style="list-style-type: none"> <li>goods in the Home owned by or for which an Insured Person is responsible; or</li> <li>the Home;</li> </ol> </li> <li>an alleged infringement of rights appertaining to the Home including but not limited to boundary disputes and trespassing.</li> </ol>	<p>Excluding:</p> <ol style="list-style-type: none"> <li>any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;</li> <li>disputes with local or government authorities;</li> <li>disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement;</li> <li>compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property;</li> <li>actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works;</li> <li>a dispute arising within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;</li> <li>claims relating to material damage covered by another relevant insurance policy;</li> <li>mining subsidence.</li> </ol>

<b>Section 4 – Taxation</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>Legal Expenses arising from or relating to an Aspect Enquiry or an in-depth HM Revenue &amp; Customs investigation of an Insured Person's personal tax affairs.</p>	<p>Excluding Legal Expenses arising:</p> <ol style="list-style-type: none"> <li>Aspect Enquiries less than £100;</li> <li>where the investigation or enquiry had commenced before the first Period of Insurance or the Insured Person should have realised that a claim might occur;</li> <li>from investigation or enquiry by or transfer to the Special Compliance Office;</li> <li>as a result of a false or misleading statement or representation to the HM Revenue &amp; Customs;</li> <li>from deficiencies in books, records, accounts or returns including</li> </ol>

- the costs of repairing a return;
6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes;

## Section 5 – Employment

What is Covered?	What is Excluded?
A dispute with an Insured Person's employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.	Excluding: situations where the dispute arises within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover.

## Section 6 - Criminal Prosecution Defence

What is Covered?	What is Excluded?
<p>Legal Expenses incurred in the defence of criminal Legal Proceedings brought against an Insured Person as a result or any act or omission or alleged act or omission, including:</p> <p><b>Police Station Representation</b> Legal Expenses incurred in representing an Insured Person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p><b>Magistrates' Court Representation</b> Legal Expenses incurred in representing an Insured Person at a Magistrates' Court.</p> <p><b>Crown Court Representation</b> A sum equal to any assessed income based contribution payable by the Insured Person towards Legal Expenses incurred under the Crown Court Means Testing scheme.</p>	<p>Excluding:</p> <ol style="list-style-type: none"> <li>the defence of any offence of deliberate and wilful criminal acts or omissions;</li> <li>any matter where the Authorised Professional assesses that reasonable Prospects of Success do not exist;</li> <li>any offence relating to a motor bike / vehicle;</li> <li>Legal Expenses required to be paid by an Insured Person in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction;</li> <li>assessed income based contributions payable by the Insured Person towards Legal Expenses incurred under the Crown Court Means Testing scheme which exceed the Claim Limit;</li> <li>any Legal Expenses where the Insured Person fails to: <ol style="list-style-type: none"> <li>apply for a Representation Order under the Crown Court Means Testing scheme;</li> <li>submit any required information under the Crown Court Means Testing scheme;</li> <li>comply with the terms of the Representation Order;</li> <li>use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing Scheme;</li> </ol> </li> <li>the defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.</li> </ol>

## Section 7 – Education

What is Covered?	What is Excluded?
Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the Insured Person's child or children at the state school of their preference, subject to a Claim Limit of £5,000 for any one claim.	<p>Excluding claims:</p> <ol style="list-style-type: none"> <li>arising where acceptance at the school involves examinations or other selection criteria;</li> <li>involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA;</li> <li>arising prior to the submission of an application to the school or LEA;</li> <li>arising where the LEA's refusal occurred within the first 3 months of the first Period of Insurance unless You held equivalent insurance immediately prior to the commencement of this policy;</li> <li>where the procedure for appealing against the decision to refuse a place at the school has not been followed;</li> <li>where the child has been expelled, suspended or permanently excluded from another school;</li> <li>for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5<sup>th</sup> birthday.</li> </ol>

<b>Section 8 – Probate</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
The pursuit of claims by the Insured Person in respect of a probate dispute involving the will of the Insured Person's parents, grandparents, children, step-children or adopted children.	Excluding: any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).

<b>Section 9 - Jury Service Expenses</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
The actual loss of the salary or wages of an Insured Person for the time off work to attend a Court for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant Court.	Excluding: the first 5 days of such service.

<b>Section 10 - Identity Theft</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>Following an Event of Identity Theft:</p> <ol style="list-style-type: none"> <li>1. necessary Legal Expenses and ancillary costs incurred: <ol style="list-style-type: none"> <li>a) to defend a claim from a financial institution, merchants or their collection agencies;</li> <li>b) for the removal of any criminal or civil judgments wrongly entered against the Insured Person;</li> <li>c) challenging the accuracy or completeness of any information in a Credit Reference Agency report; and</li> <li>d) to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully;</li> </ol> </li> <li>2. postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft;</li> <li>3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information;</li> <li>4. the Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft.</li> </ol> <p>The Events above must be as a result of an actual Identity Theft.</p>	<p>Excluding:</p> <ol style="list-style-type: none"> <li>1. any Identity Theft connected with Your business, profession, or occupation;</li> <li>2. any legal action where the Insured Person does not have a reasonable prospect of success;</li> <li>3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person;</li> <li>4. any Indirect Losses other than as identified above.</li> </ol>

#### **Identity Theft Claims Conditions**

Please read the following carefully to comply with the conditions of this section.

If an Insured Person discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the Insured Person must:

- 1) contact the Identity Theft Claims Notification and Advice Helpline Service on 0800 276 1039;
- 2) make sure that they have their address history for the last 6 years;
- 3) file a Police report within 12 hours of discovering the Identity Theft;
- 4) let their financial institutions, Payment Card company (ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft;
- 5) fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
- 6) send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary;
- 7) immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
- 8) take all necessary action to prevent further damage to their identity.

#### **Identity Theft Claims Process**

The Insured Person must contact the Identify Theft Claims Notification and Advice Helpline on 0800 276 1039 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead Us to decline the claim.

We will give the Insured Person a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the Insured Person access by phone to repair their credit file or files following an Identity Theft.

We will personalise documents on the Insured Person's behalf and post these to them for signing and sending on to the relevant organisations.

## GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. Legal Expenses incurred:
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the Insured Person should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c) before Our written acceptance of a claim;
  - d) before Our approval or beyond those for which We have given Our approval;
  - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional;
  - f) where You are responsible for anything which in Our opinion prejudices Your case;
  - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You;
  - h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility;
  - i) in respect of the amount in excess of Our Standard Legal Expenses where You have elected to use an Authorised Professional of Your own choice;
2. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable Prospects of Success;
5. any Legal Expenses and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
8. any dispute relating to written or verbal remarks which damage Your reputation;
9. Legal Expenses arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements;
10. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
11. a dispute which relates to any compensation or amount payable under a contract of insurance;
12. a dispute with Us not dealt with under the Arbitration condition;
13. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
14. an application for judicial review;
15. any Legal Expenses incurred in defending or pursuing new areas of law or test cases;
16. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
17. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Legal Expenses incurred under the Crown Court Means Testing scheme where this applies;
18. any Legal Expenses relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under Insured Event – Criminal Prosecution Defence;
19. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;
20. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products).
21. any claim arising from a stress or psychological related condition;
22. disputes between an Insured Person and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisor;
23. a claim falling within the Small Claims Track limits (other than as detailed within Insured Events – Consumer Disputes);
24. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies;
25. Legal Proceedings between an Insured Person and a central or local government authority:-
  - a) unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
  - b) concerning the imposition of statutory charges;
26. Electronic Data - Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted;



27. Radiation - Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
28. Terrorism - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.  
An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
- involves violence against one or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
- This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism;
29. War - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

## POLICY CONDITIONS

### Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions We or the administrator may ask as part of your application for cover under the policy;
- to make sure that all information supplied as part of Your application for cover is true and correct;
- tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

### Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

### Claims

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Legal Expenses.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are reasonable Prospects of Success in pursuing or defending Your claim and that it is necessary for Legal Expenses to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:

- Your Prospects of Success are insufficient;
- It would be better for You to take a different course of action;
- We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Legal Expenses for this claim.

We may limit any Legal Expenses that We will pay under the policy in the pursuit continued pursuit or defence of any claim:

- If We consider it is unlikely a sensible settlement will be obtained; or
- where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.



In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

### **Representation**

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Legal Expenses in excess of Our Standard Legal Expenses.

### **Conduct of Claim**

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

### **Recovery of Costs**

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

### **Fraud**

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

### **Data Protection Act 1998**

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

### **Due Care**

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

### **Cancellation**

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please telephone Be Wisser Insurance on 0844 499 9410 within 14 days of issue and Your cover will be cancelled.

Cover lasts for 12 months or when Your Home Insurance policy expires with Be Wisser Insurance, whichever is sooner.

You can cancel cover at any time by writing to:

The Manager, Be Wisser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ.

Email: [admin@bewiser.co.uk](mailto:admin@bewiser.co.uk)

Telephone: 0333 003 3280.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

- a) Fraud

- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

As You have not paid any premium for this policy, no refund will be applicable.

#### **Acts of Parliament**

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

#### **Arbitration**

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

#### **Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

#### **Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

#### **Claims Notification and Advice Helpline Service**

The Legal Advice Helpline Service provides advice on any legal problem affecting the Policyholder.

All potential claims must be reported initially to the Claims Notification and Advice Helpline for advice and support or via the website.

**Legal Claims Notification & Advice Helpline Service Number:** 0800 276 1036

**Tax Claims Notification Service:** 0800 276 1037

**Tax Advice Helpline Service:** 0800 276 1038

**Identity Theft Claims Notification & Advice Helpline Service:** 0800 276 1039

**Identity Theft Website:** [www.legalim.co.uk/idtheft](http://www.legalim.co.uk/idtheft)

**Online Legal Resources Database:** [legalhealthcheck.irwinmitchell.com](http://legalhealthcheck.irwinmitchell.com)

We will not accept responsibility if the Claims Notification and Advice Helpline Services fail for reasons beyond Our control.

#### **Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

#### **How to make a complaint**

##### **Sale of Your policy**

If You have a question or concern about, or You wish to make a complaint about, the sale of Your policy (including the information You were given before You bought the policy) please contact Be Wiser Insurance at:

The Manager, Be Wiser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ.

Email: [admin@bewiser.co.uk](mailto:admin@bewiser.co.uk)

Telephone: 0333 003 3280.

If it is not possible to reach an agreement You have the right to make an appeal to the Financial Ombudsman Service at the address shown below.

##### **Policy administration and claims**

If You have any questions or concerns about the handling of Your policy or about a claim You should contact:

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Tel: 01384 377000

Email: [claims@legalim.co.uk](mailto:claims@legalim.co.uk)

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0300 123 9123 or 0800 023 4567  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Authority Trading Standards Service or Citizens Advice Bureau.

#### **Compensation Scheme**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).